

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release from security agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe Generale		09/01/2005	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	Consolidated Vision Group, Inc.		
Street Address:	7255 Crescent Blvd.		
City:	Pennsauken		
State/Country:	NEW JERSEY		
Postal Code:	08110		
Entity Type:	CORPORATION: DELAWARE		
Name:	America's Best Contacts & Eyeglasses, Inc.		
Street Address:	7255 Crescent Blvd.		
City:	Pennsauken		
State/Country:	NEW JERSEY		
Postal Code:	08110		
Entity Type:	CORPORATION: DELAWARE		
Name:	CVG Product Services, Inc.		
Street Address:	7255 Crescent Blvd		
City:	Pennsauken		
State/Country:	NEW JERSEY		
Postal Code:	08110		
Entity Type:	CORPORATION: DELAWARE		
Name:	TSO Retail Holdings, Inc.		
Street Address:	7255 Crescent Blvd.		
City:	Pennsauken		
State/Country:	NEW JERSEY		
Postal Code:	08110		

OP \$490.00 73755630

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TRADEMARK
REEL: 003152 FRAME: 0727

Entity Type: CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	73755630	CQ-4
Serial Number:	74305854	OPTIVIEW
Serial Number:	74314472	SOFMED
Serial Number:	75049099	OMNI LAB, INC.
Serial Number:	75149954	E
Serial Number:	75149951	AMERICA'S BEST CONTACTS & EYEGLASSES
Serial Number:	75149952	AMERICA'S CONTACTS & EYEGLASSES
Serial Number:	75149953	EXPRESS SERVICE
Serial Number:	75149955	AMERICA'S BEST EYEWEAR OUTLET
Serial Number:	75149956	BEST VALUE LENS P A C K A G E
Serial Number:	75149957	KIDS GEAR EYEGLASSES
Serial Number:	75184090	VERI CLEAR LENS
Serial Number:	75581901	1-800-TWO-PAIR
Serial Number:	76175865	SPADA
Serial Number:	76183700	CQ5
Serial Number:	76195387	OUTPOST
Serial Number:	76210244	OMNI OPTICAL LAB
Serial Number:	76210352	AT OUR STORE OR DELIVERED TO YOUR DOOR
Serial Number:	76320969	AT OUR STORE OR DELIVERED TO YOUR DOOR

CORRESPONDENCE DATA

Fax Number: (404)541-4608

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-6500

Email: bfedwards@kilpatrickstockton.com

Correspondent Name: Kilpatrick Stockton LLP

Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Barbara F. Edwards
Signature:	/bfe/
Date:	09/02/2005

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of September 1, 2005 ("Effective Date") by Societe Generale, a French banking corporation acting through its New York Branch, as administrative agent for certain lenders, with its principal office at New York branch, 1221 Avenue of the Americas, New York, New York 10020 (in such capacity, "Grantee"), in favor of America's Best Contacts & Eyeglasses, Inc., a Delaware corporation ("Ambest"), CVG Product Services, Inc., a Delaware corporation ("CVGPS"), Consolidated Vision Group, Inc., a Delaware corporation ("CVG") and TSO Retail Holdings, Inc., a Delaware corporation ("TSO"), each having their principal office at 7255 Crescent Blvd., Pennsauken, New Jersey 08110 (Ambest, CVGPS, CVG and TSO collectively referred to as "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement by and between Grantor and Grantee dated April 28, 1997 as recorded with the United States Patent and Trademark Officer ("PTO") on June 24, 1997 at Reel 1602 and Frame 0105, and as amended by that certain First Amendment to Guarantee and Collateral Agreement dated October 27, 1999 as recorded with the PTO on November 9, 1999 at Reel 001989 and Frame 0788, and as amended by that certain Second Amendment to Guarantee and Collateral Agreement dated December 31, 2001 as recorded with the PTO on March 21, 2002 at Reel 002466 and Frame 0648 (as further amended from time to time, the "Collateral Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee a security interest and mortgage in all of Grantor's right, title and interest in, to and under the following property, in each case whether then or thereafter existing or arising or in which Grantor then had or thereafter owned, acquired or developed an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses then or thereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the

extent not otherwise included, all payments under insurance (whether or not Grantee is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral and all other Collateral (as such term is defined in the Collateral Agreement);

WHEREAS, Grantor and Grantee entered into the Collateral Agreement pursuant to the terms and conditions of that certain Credit Agreement by and between Grantor and Grantee dated as of April 28, 1997, as amended by that certain Amended and Restated Credit Agreement dated as of October 27, 1999; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

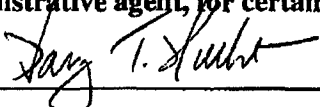
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, without any representation, warranty, or recourse whatsoever, Grantee hereby terminates the Collateral Agreement, and hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest in, to and under the Collateral and Grantee hereby terminates, cancels and releases any and all of its security interests in and mortgages to the Collateral.

Grantee shall take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments which are reasonably acceptable to Grantee), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

SOCIETE GENERALE,
a French banking corporation,
acting through its New York Branch,
as administrative agent, for certain lenders

By: 

Name: HARRY T. NULLET

Title: MANAGING DIRECTOR

SCHEDULE A

U.S. Trademarks

MARK	APPL. NO.	REG. NO.
CQ-4 (Stylized)	73/755630	1544247
OPTIVIEW	74/305,854	1834446
SOFMED	74/314472	1866241
OMNI LAB, INC. & Design	75/049099	2028785
E & Design	75/149,954	2145797
AMERICA'S BEST CONTACTS & EYEGLASSES (Stylized)	75/149951	2172274
AMERICA'S CONTACTS & EYEGLASSES (Stylized)	75/149952	2172275
EXPRESS SERVICE (Stylized)	75/149953	2207931
AMERICA'S BEST EYEWEAR OUTLET	75/149955	2168910
BEST VALUE LENS P A C K A G E (Stylized)	75/149956	2229856
KIDS GEAR EYEGLASSES (Stylized)	75/149957	2172276
VERI CLEAR LENS (Stylized)	75/184090	2258389
1-800-TWO-PAIR	75/581901	2299951
SPADA	76/175865	2632918
CQ5	76/183700	2658082
OUTPOST	76/195387	2657065
OMNI OPTICAL LAB	76/210244	2661811
AT OUR STORE OR DELIVERED TO YOUR DOOR	76/210352	
AT OUR STORE OR DELIVERED TO YOUR DOOR	76/320969	